

EXHIBIT 2

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UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WASHINGTON

In re Giga Watt, Inc., a Washington
corporation,

Debtor.

Case No. 18-03197

The Honorable Frederick P. Corbit

MARK D. WALDRON, as Chapter 7
Trustee,

Plaintiff,

vs.

Adv. Case No. 20-80031

**STIPULATION TO DISMISS
TRUSTEE'S CLAIM AGAINST
TIMUR USMANOV**

PERKINS COIE LLP, a Washington
limited liability partnership,
LOWELL NESS, individual and
California resident, and TIMUR
USMANOV, a citizen of the Russian
Federation,

Defendants.

Mark D. Waldron, Chapter 7 Trustee, and Timur Usmanov (individually
each a "Party" and collectively the "Parties") hereby stipulate to the following:

1. Within five business days after the Effective Date (defined below) the
Trustee shall file with the Court a Notice of Dismissal in substantially the form

STIPULATION TO DISMISS TRUSTEE'S
CLAIM AGAINST TIMUR USMANOV – Page 1

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1 attached hereto as **Exhibit A**, dismissing the Trustee’s claims against Timur
2 Usmanov with prejudice and without fees or costs to either Party.

3 2. “Effective Date” means the latest in time of:

- 4 a. The date on which the time to appeal an Order of this Court
5 approving the Trustee’s settlement (“Perkins Settlement”) with
6 the remaining defendants in this adversary proceeding has
7 expired, if no appeal has been taken from such Order.
- 8 b. The date on which the time to appeal an Order of the United
9 States District Court for the Eastern District of Washington
10 (“District Court”) approving the settlement of the action (“Class
11 Settlement”) pending in the District Court captioned, *Dam v.*
12 *Perkins Coie LLP, et al.*, Case No. 20-cv-00464 SAB, has
13 expired, if no appeal has been taken from such Order.
- 14 c. In the event that an appeal or other effort to obtain review of
15 either the Order approving the Perkins Settlement or the Order
16 approving the Class Settlement has been initiated, the date after
17 all such appeals or requests for other review have finally
18 concluded on terms that affirm such Orders, as applicable, and
19 all such appeals or reviews are no longer subject to further
20 review.
- 21 d. The dismissal of the appeal pending in the District Court on a
22 consolidated basis under *Dam v. Waldron*, Case No. 2:21-cv-
23 0291.

1 e. The dismissal with prejudice of all claims against Giga Watt,
2 Inc. in the action pending in the District Court, *Sofair v. Giga*
3 *Watt, Inc., GigaWatt Pte. Ltd., David Matthew Carlson and*
4 *Does 1-10*, Case No. 2:18-cv-00308-SAB.

5 f. If the Parties agree in writing, any other agreed date that is
6 earlier than the Effective Date.

7 3. Mutual Release. The Trustee and Mr. Usmanov hereby mutually
8 release each other and each other's insurers, former or current partners,
9 shareholders, employees, affiliate entities, agents, attorneys, officers, directors,
10 and/or any such person or entity acting on their behalf from any and all claims,
11 losses, damages, attorneys' fees, expenses and costs, sanctions, disgorgement of
12 fees, fines or penalties, whether accrued or not, whether known or unknown, of any
13 type or nature. For the avoidance of doubt, Mr. Usmanov will not receive or share
14 in any distribution from the Giga Watt estate.

15 a. Broad Intent. This mutual release is intended to be broad, and to
16 include every dispute or claim of any type, as well as any and
17 all claims arising from unknown or unsuspected facts. In this
18 regard, the Parties acknowledge that discovery has not been
19 completed in this proceeding and that there may be additional
20 facts, unknown to them at the time of entering into this
21 Stipulation, which would influence or perhaps change their
22 willingness to enter into this Stipulation. Nevertheless, given
23 the cost and uncertainty of litigation, the parties have decided to

1 proceed, based on their present knowledge, and enter into this
2 Stipulation.

- 3 b. 1542 Waiver. In addition, with respect to the claims released by
4 this Stipulation, the Parties specifically acknowledge and
5 affirmatively waive any rights or benefits available to them
6 under California Civil Code Section 1542. California Civil
7 Code Section 1542 provides:

8 A GENERAL RELEASE DOES NOT EXTEND TO
9 CLAIMS THAT THE CREDITOR OR RELEASING
10 PARTY DOES NOT KNOW OR SUSPECT TO EXIST
11 IN HIS OR HER FAVOR AT THE TIME OF
12 EXECUTING THE RELEASE AND THAT IF KNOWN
13 BY HIM OR HER, WOULD HAVE MATERIALLY
14 AFFECTED HIS OR HER SETTLEMENT WITH THE
15 DEBTOR OR RELEASED PARTY.

- 16 c. The Parties hereby waive any and all federal and state statutes
17 similar in substance, meaning, or application to California Civil
18 Code section 1542.

- 19 d. For the avoidance of doubt, Mr. Usmanov will not receive or
20 share in any distribution from the estate.

21 4. The Trustee will ask the Court to approve this Stipulation in the same
22 motion in which he seeks approval of the Perkins Settlement.

23 5. This Stipulation is subject to the occurrence of the Effective Date.

1 6. The Stipulation may not be changed, modified, or amended except in
2 a writing signed by Mr. Usmanov and the Trustee or their counsel, and, if required,
3 approved by this Court.

4 7. The determination of the terms and conditions contained herein and
5 the drafting of the provisions of this Stipulation have been by mutual
6 understanding after negotiation, with consideration by and participation of Mr.
7 Usmanov, the Trustee and their counsel. This Stipulation shall not be construed
8 against any Party on the basis that the Party was the drafter or participated in the
9 drafting. Any statute or rule of construction that ambiguities are to be resolved
10 against the drafting party shall not be employed in the implementation of this
11 Stipulation and the Parties agree that the drafting of this Stipulation has been a
12 mutual undertaking.

13 8. This Stipulation, including all exhibits, shall constitute the entire
14 agreement between the Trustee and Mr. Usmanov with respect to the Trustee's
15 claim against him.

16 9. Nothing in this Stipulation shall be construed as, or constitute, a
17 release of any Party's rights to enforce the terms of this Stipulation.

18 10. The Stipulation may be executed by the Parties in one or more
19 counterparts, each of which shall be deemed an original but all of which together
20 shall constitute one and the same instrument. Facsimile signatures or signatures
21 sent by email be treated as original signatures and shall be binding.

1 September [*], 2023

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10 September [*], 2023

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